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Attorney for: Public School System

IN THE UNITED STATES DISTRICT COURT
OF THE NORTHERN MARIANA ISLANDS

LISA BLACK,

) Civil Case No. 05-0038
)

Plaintiff,

)

vs.

) Declaration of Charley Kenty
)

JIM BREWER, CNMI Public School
System and JOHN AND/OR JANE DOE,

)

Defendants.

)

DECLARATION OF CHARLEY KENTY

I, Charley Kenty, declare under penalty of perjury that the following information is true and accurate:

1. I am more than eighteen years of age.
2. I have been the Human Resources Officer for the Public School System since June 1996.
3. As part of my responsibilities as Human Resources Officer, I am responsible for maintaining the official personnel files for all Public School System Employees.
4. As part of my responsibilities, I was asked by the Commissioner of Education to investigate and mediate the concerns listed by Hopwood staff in the letter of concern dated October 4, 2004.

- 1 5. Plaintiff began work as a classroom teacher for the Public School System in 1996. On
2 June 10, 1996, Plaintiff entered into an employment contract with PSS effective July 29,
3 1996 through July 28, 1998. Exhibit A is an accurate copy of this contract.
- 4 6. To implement CNMI Public Law 10-35, "CNMI Public School Reclassification and
5 Compensation Act of 1996", PSS offered teachers the option to enter a new contract with
6 no housing benefits to receive the increased salary rates authorized by law or to remain
7 under the current contract with housing benefits.
- 8 7. PSS provided Plaintiff with a form that informed her that she had a choice to continue
9 under her initial contract or sign a new contract and receive higher pay. Exhibit B is an
10 accurate copy of this form.
- 11 8. Plaintiff wrote PSS a letter on March 12, 1997 acknowledging her choice. Exhibit C is an
12 accurate copy of this letter.
- 13 9. Plaintiff signed a new contract with PSS on March 21, 1997. Exhibit D is an accurate
14 copy of this contract for the term of March 2, 1997 through July 28, 1998.
- 15 10. While Plaintiff refused to sign the form (Exhibit B) or "waiver" as stated in the her
16 complaint, she did sign the new contract, which included the cessation of a housing
17 allowance as required by CNMI law, and accepted the higher compensation of
18 \$38,646,74.
- 19 11. On April 14, 1998, Plaintiff received notice that her employment contract with the Public
20 School System that expired on July 28, 1998 would not be renewed. Exhibit E is an
21 accurate copy of the form acknowledging Blacks' receipt of her non-renewal notice.
- 22 12. In July of 1998, Plaintiff was transferred from San Antonio Elementary School to
23 Koblerville Elementary School. She signed a new contract with PSS reflecting the
24 change. Exhibit F is an accurate copy of the PSS document reflecting this change.
- 25 13. Plaintiff continued working for PSS at Koblerville Elementary School until she resigned
26 in April of 2002. Exhibit G is an accurate copy of Black's resignation letter.

14. While working for Koblerville Elementary School, Plaintiff received two reprimand letters dated November 7, 2001 and March 22, 2002 for insubordination. Exhibits H and I are accurate copies of these letters.

15. Plaintiff returned to the Public School System in March of 2004. She entered into a short-term contract with PSS effective March 4, 2004 through June 4, 2004. This contract was extended from June 5, 2004 through July 30, 2005. Exhibit K is an accurate copy of this contract.

16. In school year 2004-05, most teacher employment contracts were for a two-year time period.

17. In October of 2004, some members of the Hopwood staff submitted a letter of concern regarding the performance and management of Vice-Principal Beth Nepaia. Exhibit L is an accurate copy of this letter.

18. As a result of the "letter of concern", the administrators at Hopwood, the Commissioner, and the PSS Human Resources Officer spent a considerable amount of time addressing the matter.

19. The Human Resources Officer over a period of two months met individually with the signatories to the letter to discuss their concerns.

20. Plaintiff received a letter of reprimand on January 11, 2005 from Principal Brewer for failing to provide substitute teaching coverage and embarrassing a student. Exhibit N is an accurate copy of this letter.

21. Plaintiff received another letter of reprimand from Principal Brewer dated February 14, 2005 Exhibit Q is an accurate copy of this letter.

22. Letters of concern are not placed in PSS employee personnel files. Formal reprimands are placed in employee's personnel files.

23. In the months following the letter of concern, investigations, meetings and complaints in the media took place with dispute being mediated by the Commissioner of Education in February of 2005.

24. On April 20, 2005, Principal Brewer issued a memo to the Human Resources Office regarding his reasons for not renewing Plaintiff's contract. Exhibit T is an accurate copy of this memo.

25. This letter and the supporting documents were not placed in Plaintiff's official personnel file maintained by PSS Human Resources Office. Kenty Decl. Para. 25.

26. Without authorization for the release of information, the PSS Human Resources Office provides only the names, position title, duty station, dates of employment and salary to prospective employers or those seeking information regarding employees.

27. In late July of 2005, the Human Resources Office began processing a transfer for Lisa Black to teach at Marianas High School.

28. After Plaintiff visited the Human Resources Office on July 29, 2005 to obtain her separation notice from PSS, I issued a letter informing her that PSS would process her separation paperwork as requested. Exhibit U is an accurate copy of this letter.

Signed this 9th day of November, 2006 on the island of Saipan in the Commonwealth of the Northern Mariana Islands by:


CHARLEY KENTY